

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

MICHAEL PARDI, *Individually and on Behalf of All Others Similarly Situated,*

Plaintiff,

TRICIDA, INC. and GERRIT KLAERNER,

## Defendants.

Case No. 4:21-cv-00076-HSG

Assigned to: Hon. Haywood S. Gilliam, Jr.

**CLASS ACTION**

## **STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT**

Action Filed: January 6, 2021

Trial Date: January 26, 2026

1        This Stipulation and Agreement of Class Action Settlement, dated March 3, 2025 (the  
 2        “Stipulation” or the “Settlement Agreement”), submitted pursuant to Rule 23 of the Federal  
 3        Rules of Civil Procedure (“Rules”) embodies a settlement (the “Settlement”) made and entered  
 4        into between: (i) Lead Plaintiff and certified class representative Jeffrey M. Fiore (“Lead  
 5        Plaintiff”), on behalf of himself and each of the members of the Class, as defined in ¶¶ 1.3-1.4,  
 6        *infra*, on the one hand, and (ii) Defendant Gerrit Klaerner (“Defendant” or “Klaerner”) (together,  
 7        Lead Plaintiff and Defendant are referred to as the “Settling Parties”), on the other hand, by and  
 8        through their counsel of record in the above-captioned litigation pending in the United States  
 9        District Court for the Northern District of California (the “Litigation”).

10       This Stipulation is intended by the Settling Parties to fully, finally, and forever resolve,  
 11       discharge, and settle the Released Claims, as defined in ¶ 1.23, *infra*, upon and subject to the  
 12       terms and conditions hereof and subject to the approval of the Court. Throughout this  
 13       Stipulation, all capitalized terms used, but not immediately defined, have the meanings given to  
 14       them in Section 1, *infra*.

15       **WHEREAS:**

16       A.       The initial complaint in this Litigation was filed on January 6, 2021 in the United  
 17       States District Court for the Northern District of California (the “Court”) captioned *Pardi v.*  
 18       *Tricida, Inc. et al.*, Case No. 4:21-cv-00076-HSG (N.D. Cal.), alleging violations of §§10(b) and  
 19       20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5, 17 C.F.R. §  
 20       240.10b-5, promulgated thereunder, against Tricida, Inc. (“Tricida” or the “Company”),  
 21       Geoffrey M. Parker (“Parker”) and Defendant Klaerner. Dkt. 1. On April 2, 2021, the Court  
 22       appointed Lead Plaintiff and the firm of Block & Leviton LLP as Lead Counsel. Dkt. 65.

23       B.       On June 1, 2021, Lead Plaintiff filed the Amended Complaint for Violations of  
 24       the Federal Securities Laws (the “First Amended Complaint”) asserting claims against Tricida  
 25       and Klaerner under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder,  
 26       and against defendant Klaerner under Section 20(a) of the Exchange Act. Dkt. 72. The First  
 27       Amended Complaint did not name Parker as a defendant.

1           C.     On July 16, 2021, Tricida and Klaerner moved to dismiss the First Amended  
 2 Complaint. Dkt. 76. Lead Plaintiff filed his opposition on August 16, 2021. Dkt. 79. Tricida  
 3 and Klaerner filed their reply on September 15, 2021. Dkt. 80.

4           D.     On July 29, 2022, the Court entered an order denying, in part, and granting, in  
 5 part, the motion to dismiss the First Amended Complaint. Dkt. 93.

6           E.     On October 7, 2022, Tricida and Klaerner filed their answer to the First Amended  
 7 Complaint. Dkt. 107. Among other things, Tricida and Klaerner's answer denied Lead  
 8 Plaintiff's allegations of wrongdoing and asserted various defenses to the claims pled against  
 9 Defendants.

10          F.     On November 23, 2022, Lead Plaintiff filed a motion for leave to file a Second  
 11 Amended Complaint. Dkt. 109. The Court terminated this motion as moot in light of the  
 12 Parties' stipulation regarding consent to the filing of the Second Amended Complaint. Dkt. 113.  
 13 Lead Plaintiff filed his Second Amended Complaint on December 15, 2022. Dkt. 115.

14          G.     On January 11, 2023, Tricida filed a voluntary petition for reorganization under  
 15 Chapter 11 of the bankruptcy code in the United States Bankruptcy Court for the District of  
 16 Delaware, and Lead Plaintiff subsequently moved to voluntarily dismiss Tricida from this case  
 17 without prejudice. Dkt. 125. The motion was granted on March 23, 2023. Dkt. 132.

18          H.     On February 6, 2023, Klaerner filed a motion to dismiss the Second Amended  
 19 Complaint. Dkt. 128. On March 11, 2024, the Court entered an order denying, in part, and  
 20 granting, in part the motion to dismiss the Second Amended Complaint. Dkt. 145.

21          I.     On May 9, 2024, Klaerner filed his Answer to the Second Amended Complaint.  
 22 Dkt. 155. Among other things, Klaerner's answer denied Lead Plaintiff's allegations of  
 23 wrongdoing and asserted various defenses to the claims pled against Defendant.

24          J.     On April 30, 2024, Lead Plaintiff filed a Motion to Certify Class, Appoint Class  
 25 Representative, and Appoint Class Counsel. Dkt. 152. Defendant filed an opposition to Lead  
 26 Plaintiff's motion on July 1, 2024. Dkt. 162. Lead Plaintiff filed a reply on August 15, 2024,  
 27 Dkt. 175, and Defendant filed a sur-reply on August 27, 2024. Dkt. 181.

1           K.       On September 27, 2024, the Court certified a class of investors who acquired  
 2 Tricida common stock from May 8, 2020 to February 25, 2021, appointed Lead Plaintiff as class  
 3 representative, and appointed Block & Leviton LLP as class counsel. Dkt. 188 at 21-22.

4           L.       Discovery in the Litigation commenced shortly after the PSLRA's automatic  
 5 discovery stay was lifted on July 29, 2022, with the issuance of the Order on the First Amended  
 6 Complaint. In the course of discovery, Lead Plaintiff served subpoenas on 10 third parties, and  
 7 Klaerner produced 365,323 pages of documents to Lead Plaintiff. The Parties met and conferred  
 8 and exchanged numerous letters and submitted two joint letter briefs concerning disputed  
 9 discovery issues over several months.

10          M.       The Settling Parties participated in formal mediations on April 9, 2024 and  
 11 November 4, 2024 before Michelle Yoshida of Phillips ADR. At the conclusion of the  
 12 November 4, 2024 mediation session, the Settling Parties reached an agreement in principle to  
 13 settle the Litigation for the Settlement Amount, subject to the negotiation of the terms of a  
 14 Stipulation and Agreement of Settlement, and approval by this Court.

15          N.       On February 28, 2025, the Defendant and the Liquidating Trustee of Tricida's  
 16 estate entered into a stipulation regarding payments under Side A insuring agreements of certain  
 17 directors and officers liability insurance policies to fund the Settlement.

18          O.       Lead Plaintiff believes that the claims asserted in the Litigation have merit.  
 19 However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of  
 20 continued proceedings necessary to prosecute the Litigation against the Defendant through trial.  
 21 Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and risks in  
 22 connection with Defendant's anticipated motion for summary judgment, and persuading a jury at  
 23 trial, especially in complex matters such as this Litigation, as well as the risks posed by post-trial  
 24 motions, and potential appeals from the determination of those motions, or a jury verdict. Lead  
 25 Plaintiff and Lead Counsel also are aware of the burdens of proof under, and possible defenses  
 26 to, the securities law violations asserted in the Litigation, which may significantly imperil or  
 27 erode the Class's recovery.

1           P.     Lead Plaintiff and Lead Counsel believe that the Settlement set forth in this  
 2 Stipulation confers substantial benefits upon the Class in light of the circumstances present here.  
 3 Based on their evaluation, Lead Plaintiff and Lead Counsel have determined that the Settlement  
 4 set forth in this Stipulation is in the best interests of Lead Plaintiff and the Class, and is fair,  
 5 reasonable, and adequate.

6           Q.     The Released Defendant Parties, as defined in ¶ 1.25, have denied, and continue  
 7 to deny, any and all allegations and claims asserted by Lead Plaintiff in the Litigation. As set  
 8 forth in ¶ 9.5 below, this Stipulation does not constitute, and shall not be offered or received  
 9 against the Released Defendant Parties as evidence of, or construed as or deemed to be evidence  
 10 of, any concession or admission by the Released Defendant Parties with respect to the truth of  
 11 any fact alleged or the validity of any claim in this Litigation. Defendant maintains that he has  
 12 meritorious defenses to all of the claims alleged in the Litigation, including that the remaining  
 13 challenged statements were not materially false or misleading, the alleged “correction” of the  
 14 challenged statements was not the cause of any damages to the Class, and many if not most of  
 15 the Class Members had knowledge of the supposedly concealed or misrepresented facts, and thus  
 16 no claims against Defendant. As such, the Released Defendant Parties are entering into the  
 17 Settlement solely to eliminate the burden, expense, and uncertainties of further litigation.

18           **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and  
 19 among Lead Plaintiff (for himself and the members of the Class), on the one hand, and  
 20 Defendant, on the other hand, by and through their respective counsel of record, that, subject to  
 21 the approval of the Court, pursuant to Rule 23(e), in consideration of the benefits flowing to the  
 22 parties from the Settlement set forth herein, the Released Claims shall be finally and fully  
 23 compromised, settled, and released, and the Litigation shall be dismissed with prejudice, as to all  
 24 Settling Parties, upon and subject to the terms and conditions of the Stipulation as set forth  
 25 below.

26           **1.     Definitions**

27           As used in this Stipulation, the following terms have the meanings specified below:

1       1.1     “Authorized Claimant” means any member of the Class who submits a timely and  
 2 valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant  
 3 to the terms of the Stipulation.

4       1.2     “Claims Administrator” means the firm retained by Lead Plaintiff and Lead  
 5 Counsel, subject to approval of the Court, to provide all notices approved by the Court to Class  
 6 Members and to administer the Settlement.

7       1.3     “Class” means all persons or entities who purchased or otherwise acquired  
 8 common stock of Tricida, Inc. during the period from May 8, 2020 to February 25, 2021,  
 9 inclusive (the “Class Period”). Excluded from the Class are Defendant and Tricida, Inc. and their  
 10 families, the officers, directors, and affiliates of Defendant and Tricida, Inc., at all relevant times,  
 11 members of their immediate families and their legal representatives, heirs, successors or assigns,  
 12 and any entity in which Defendant or Tricida, Inc. have or had a controlling interest. Also  
 13 excluded from the Class is any Person who timely and validly seeks exclusion from the Class, or  
 14 who have already done so, or whose request for exclusion is accepted by the Court.  
 15

16       1.4     “Class Member” means a Person who falls within the definition of the Class as set  
 17 forth in ¶ 1.3 above.

18       1.5     “Class Period” means the period from May 8, 2020 to February 25, 2021,  
 19 inclusive.

20       1.6     “Court” means the United States District Court for the Northern District of  
 21 California.

22       1.7     “Defendant” means Gerrit Klaerner.

23       1.8     “Effective Date” means the first date by which all of the events and conditions  
 24 specified in ¶ 8.1 of the Stipulation have been met and have occurred, or have been waived.

25       1.9     “Escrow Account” means the account controlled by the Escrow Agent into which  
 26 the Settlement Amount shall be deposited by or on behalf of Defendant as described in ¶ 3.1  
 27 below.

28       1.10    “Escrow Agent” means The Huntington National Bank, or its successor(s).

1       1.11   “Fee and Expense Award” is defined in ¶ 7.1 below.

2       1.12   “Final” means when the last of the following events shall occur with respect to the  
 3 Judgment approving the Settlement, in the form of Exhibit B attached hereto: (i) the expiration of  
 4 the time to file a motion to alter or amend the Judgment under Rule 59(e) has passed without any  
 5 such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment  
 6 has passed without any appeal having been taken, which date shall be deemed to be thirty (30)  
 7 days following the entry of the Judgment, unless the date to take such an appeal shall have been  
 8 extended by Court order or otherwise, or unless the 30th day falls on a weekend or a Court  
 9 holiday, in which case the date for purposes of this Stipulation shall be deemed to be the next  
 10 business day after such 30th day; and (iii) if a motion to alter or amend is filed under Rule 59(e)  
 11 or if an appeal is taken, immediately after the determination of that motion or appeal so that it is  
 12 no longer subject to any further judicial review or appeal whatsoever, whether by reason of  
 13 affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise,  
 14 and in such a manner as to permit the consummation of the Settlement substantially in  
 15 accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an  
 16 “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in  
 17 connection with approval or disapproval of this Settlement, but shall not include any appeal that  
 18 concerns only the issue of attorneys’ fees and expenses or any Plan of Allocation of the  
 19 Settlement Fund.

20       1.13   “Former Defendant” means Tricida, Inc.

21       1.14   “Judgment” means the judgment and order of dismissal with prejudice to be  
 22 rendered by the Court upon approval of the Settlement, substantially in the form attached hereto  
 23 as Exhibit B, or such other substantially similar form agreed to by the Settling Parties.

24       1.15   “Lead Counsel” means Block & Leviton LLP.

25       1.16   “Lead Plaintiff” means Jeffrey M. Fiore.

26       1.17   “Net Settlement Fund” means the Settlement Fund less: (i) the amount of the Fee  
 27 and Expense Award and any award to Lead Plaintiff as allowed under the PSLRA, if and to the

1 extent allowed by the Court; (ii) Notice and Administration Expenses; (iii) Taxes and Tax  
 2 Expenses; and (iv) any other fees or expenses approved by the Court.

3       1.18   “Notice” means the Notice of Pendency and Proposed Settlement of Class Action  
 4 to be sent to Class Members, which, subject to approval of the Court, shall be substantially in the  
 5 form attached hereto as Exhibit A-1.

6       1.19   “Notice and Administration Expenses” means the fees and expenses reasonably  
 7 and actually incurred in connection with providing notice, locating Class Members, assisting  
 8 with the filing of claims, administering and distributing the Net Settlement Fund to Authorized  
 9 Claimants, processing claim forms, and paying escrow fees and costs, if any.

10      1.20   “Notice Order” is defined in ¶ 4.1 below.

11      1.21   “Person” means a natural person, individual, corporation, partnership, limited  
 12 partnership, association, joint stock company, estate, legal representative, trust, unincorporated  
 13 association, government or any political subdivision or agency thereof, and any business or legal  
 14 entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

15      1.22   “Plan of Allocation” means a plan or formula of allocation of the Net Settlement  
 16 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan  
 17 of Allocation is not part of the Stipulation and the Released Defendant Parties shall have no  
 18 responsibility or liability with respect to the Plan of Allocation.

19      1.23   “Released Claims” means any and all claims and causes of action of every nature  
 20 and description whatsoever as against the Released Defendant Parties that have been or could  
 21 have been asserted in this or any other action that arise out of, are based upon, or relate in any  
 22 way to both: (a) any of the allegations, acts, transactions, facts, events, matters, occurrences,  
 23 representations or omissions involved, set forth, alleged or referred to in this action, or which  
 24 could have been alleged in this action, and (b) the purchase, acquisition, holding, sale, or  
 25 disposition of Tricida securities by any Class Member during the Class Period, including  
 26 Unknown Claims as defined in ¶ 1.31 hereof, whether arising under federal, state, local,  
 27 common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or

1 in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or  
 2 unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct,  
 3 representative, class, or individual in nature.

4       1.24 “Released Defendant Claims” means all claims and causes of action of every  
 5 nature and description, whether known or Unknown Claims, whether arising under federal, state,  
 6 local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at  
 7 law or in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued  
 8 or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct,  
 9 representative, class, or individual in nature that arise out of or relate in any way to the  
 10 institution, prosecution, or settlement of the claims against Defendant or Former Defendant in  
 11 the Litigation, which Defendant will release as against the Released Plaintiff Parties (as defined  
 12 below) upon the Effective Date. Released Defendant Claims shall not include any claims  
 13 relating to the enforcement of the Settlement.

14       1.25 “Released Defendant Parties” means: (i) Defendant; (ii) Former Defendant; and  
 15 (iii) each of their respective family members, and their respective general partners, limited  
 16 partners, principals, shareholders, joint venturers, members, officers, directors, managers,  
 17 managing directors, supervisors, employees, contractors, consultants, auditors, accountants,  
 18 financial advisors, professional advisors, investment bankers, underwriters, representatives,  
 19 insurers and their reinsurers, trustees, trustors, agents, attorneys, professionals, predecessors,  
 20 successors, assigns, heirs, executors, administrators, and any controlling person thereof in their  
 21 capacities as such.

22       1.26 “Released Plaintiff Parties” means: (i) Lead Plaintiff and other Class Members;  
 23 and (ii) each of their respective family members, and their respective general partners, limited  
 24 partners, principals, shareholders, joint venturers, members, officers, directors, managers,  
 25 managing directors, supervisors, employees, contractors, consultants, auditors, accountants,  
 26 financial advisors, professional advisors, investment bankers, representatives, insurers, trustees,  
 27 trustors, agents, attorneys, including Lead Counsel, professionals, predecessors, successors,

1 assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as  
 2 such.

3       1.27   “Settlement Amount” means Fourteen Million and Two Hundred and Fifty  
 4 Thousand U.S. Dollars (\$14,250,000.00).

5       1.28   “Settlement Fund” means the Settlement Amount, together with all interest and  
 6 income earned thereon after being transferred to the Escrow Account.

7       1.29   “Settlement Hearing” is defined in ¶ 4.3 below.

8       1.30   “Settling Parties” means, collectively, Lead Plaintiff on behalf of himself and the  
 9 Class Members, and Defendant.

10       1.31   “Unknown Claims” means any Released Claims or Released Defendant Claims  
 11 that Defendant, Lead Plaintiff, or any other Class Member does not know or suspect to exist in  
 12 such party’s favor at the time of the release, which, if known by such party, might have affected  
 13 such party’s decision to settle or release claims. Upon the Effective Date of the Settlement,  
 14 Defendant, Lead Plaintiff and the Class shall expressly waive, and be deemed to have waived, to  
 15 the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code  
 16 § 1542, which provides:

17           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
 18 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
 19 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
 20 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR  
 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21       Upon the Effective Date of the Settlement, Defendant, Lead Plaintiff, and the Class shall  
 22 expressly waive, and be deemed to have waived, to the fullest extent permitted by law, any and  
 23 all provisions, rights, and benefits conferred by law of any state or territory of the United States,  
 24 or principle of common law that are similar, comparable, or equivalent to California Civil Code  
 25 § 1542. Defendant, Lead Plaintiff, and the Class shall be deemed to have, and by operation and  
 26 order of final judgment shall have fully, finally, and forever settled and released all Released  
 27 Claims, as the case may be known or unknown, suspected or unsuspected, contingent or non-  
 28 contingent, whether or not concealed or hidden, upon any theory of law or equity now existing or

1 coming into existence in the future, without regard to the subsequent discovery or existence of  
 2 different or additional facts.

3           **2. CAFA Notice**

4           2.1     The Defendant shall determine the form of notice to be provided for the purpose  
 5 of satisfying the requirements of the Class Action Fairness Act (“CAFA Notice”), 28 U.S.C. §  
 6 1715, and the identity of those who will receive the CAFA Notice. Pursuant to CAFA, no later  
 7 than ten (10) calendar days after the Settlement Agreement is filed with the Court, Defendant, at  
 8 his own cost, shall serve proper notice of the proposed Settlement upon those who are entitled to  
 9 such notice pursuant to CAFA.

10           **3. The Settlement**

11           **a. The Settlement Fund**

12           3.1     Defendant Klaerner shall pay or shall cause to be paid by his insurers the  
 13 Settlement Amount into an interest-bearing escrow account controlled by Lead Counsel within  
 14 25 business days after the latter of (i) entry of an order by the Court preliminarily approving the  
 15 Settlement; (ii) requisite bankruptcy approvals, which approvals, if any, will be sought by  
 16 Defendant as promptly as possible; and (iii) Lead Counsel having sent Defendant customary  
 17 written instructions in a form acceptable to Defendant and its insurers to pay the Settlement  
 18 Amount by check or wire into the escrow accounts, including, but not limited to, a non-P.O. Box  
 19 address with a contact name for the recipient and wire instructions and receipt of verbal  
 20 verification of the same from an authorized individual whose contact information will be  
 21 provided, along with Form W-9s for the escrow accounts.

22           3.2     Lead Plaintiff shall have the right, but not the obligation, to terminate the  
 23 Settlement twenty (20) calendar days after any failure of the Released Defendant Parties to  
 24 timely pay or cause to be paid the Settlement Amount in accordance with ¶ 3.1 above.

25           3.3     The payments described in ¶ 3.1 above are the only payments to be made by or on  
 26 behalf of Defendant in connection with this Settlement.

27           **b. The Escrow Agent**

1           3.4     The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶ 3.1  
 2 hereof in instruments backed by the full faith and credit of the United States Government or fully  
 3 insured by the United States Government or an agency thereof and shall reinvest the proceeds of  
 4 these instruments as they mature in similar instruments at their then-current market rates. All  
 5 costs and risks related to the investment of the Settlement Fund in accordance with the guidelines  
 6 set forth in this paragraph shall be borne by the Settlement Fund.

7           3.5     The Escrow Agent shall not disburse the Settlement Fund except as provided in  
 8 this Stipulation after the Effective Date, by an Order of the Court, or with the prior written  
 9 agreement of Defendant's Counsel.

10          3.6     Subject to further order(s) and/or directions as may be made by the Court, or as  
 11 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are  
 12 consistent with the terms of the Stipulation. The Released Defendant Parties shall have no  
 13 responsibility for, interest in, or liability whatsoever with respect to, the actions of the Escrow  
 14 Agent, or any transaction executed by the Escrow Agent.

15          3.7     All funds held by the Escrow Agent shall be deemed and considered to be in  
 16 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such  
 17 time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the  
 18 Court.

19          3.8     Prior to the Effective Date, Lead Counsel, without further approval of Defendant  
 20 or the Court, may pay from the Settlement Fund up to \$500,000.00 in Notice and Administration  
 21 Expenses. Prior to the Effective Date, payment of any Notice and Administration Expenses  
 22 exceeding \$500,000.00 shall require notice to, and agreement from, the Defendant, through  
 23 Defendant's counsel, which agreement shall not be unreasonably refused. Subsequent to the  
 24 Effective Date, without further approval by Defendant or the Court, the Settlement Fund may be  
 25 used by Lead Counsel to pay all reasonable and necessary Notice and Administration Expenses.

26           **c. Taxes**

27          3.9     (a)     The Settling Parties agree to treat the Settlement Fund as being at all times

1 a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1. In  
2 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry  
3 out the provisions of this ¶ 3.9, including the “relation-back election” (as defined in Treasury  
4 Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in  
5 compliance with the procedures and requirements contained in such regulations. It shall be the  
6 responsibility of the Escrow Agent to timely and properly prepare and deliver, or cause to be  
7 prepared and delivered, the necessary documentation for signature by all necessary parties, and  
8 thereafter to cause the appropriate filing to occur.

9 (b) For the purpose of § 468B of the Internal Revenue Code of 1986, as  
10 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow  
11 Agent. The Escrow Agent shall timely and properly file, or cause to be filed, all informational  
12 and other tax returns necessary or advisable with respect to the Settlement Fund (including,  
13 without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as  
14 well as the election described in ¶ 3.9(a) hereof) shall be consistent with this ¶ 3.9 and in all  
15 events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the  
16 income earned on the Settlement Amount shall be paid out of the Settlement Fund as provided in  
17 ¶ 3.9(c) hereof.  
18

19 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising  
20 with respect to the income earned on the Settlement Amount, including any Taxes or tax  
21 detriments that may be imposed upon the Released Defendant Parties or their counsel with  
22 respect to any income earned on the Settlement Amount for any period during which the  
23 Settlement Amount does not qualify as a “Qualified Settlement Fund” for federal or state income  
24 tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and  
25 implementation of this ¶ 3.9 (including, without limitation, expenses of tax attorneys and/or  
26 accountants and mailing and distribution costs and expenses relating to filing (or failing to file)  
27 the returns described in this ¶ 3.9) (“Tax Expenses”), shall be paid out of the Settlement Fund; in  
28 all events the Released Defendant Parties and their counsel shall have no liability or

1 responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be  
2 treated as, and considered to be, a cost of administration of the Settlement Fund and shall be  
3 timely paid by the Escrow Agent out of the Escrow Account without prior order from the Court  
4 or approval of Defendant, and the Escrow Agent shall be obligated (notwithstanding anything  
5 herein to the contrary) to withhold from distribution to Authorized Claimants any funds  
6 necessary to pay such amounts, including the establishment of adequate reserves for any Taxes  
7 and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury  
8 Regulation § 1.468B-2(l)(2)); neither the Released Defendant Parties nor their counsel are  
9 responsible nor shall they have any liability therefor. The Settling Parties hereto agree to  
10 cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the  
11 extent reasonably necessary to carry out the provisions of this ¶ 3.9.

12 (d) Except as required by ¶ 3.1 concerning payment of the Settlement  
13 Amount, the Released Defendant Parties are not responsible for Taxes, Tax Expenses, Notice  
14 and Administration Expenses, nor shall they be liable for any claims with respect thereto.

#### d. Termination of Settlement

17        3.10    In the event the Settlement: (i) is not approved; (ii) is terminated, canceled, or  
18        fails to become effective for any reason, including, without limitation, in the event the Judgment  
19        is reversed or vacated following any appeal taken therefrom; (iii) is not effective because the  
20        conditions specified in ¶¶ 3.5 and 6.7 do not occur; or (iv) is successfully collaterally attacked,  
21        the Settlement Fund (including accrued interest) less expenses actually incurred or due and  
22        owing for Notice and Administration Expenses, Taxes or Tax Expenses, pursuant to ¶¶ 3.8 or  
23        3.9, respectively, shall be refunded to such Persons that paid the Settlement Amount pursuant to  
24        written instructions from Defendant's counsel.

#### 4. Notice Order and Settlement Hearing

26           4.1     Promptly after execution of this Stipulation, Lead Counsel shall submit the  
27     Stipulation together with its exhibits (the “Exhibits”) to the Court and shall apply for entry of an  
28     order (the “Notice Order”), in the form of Exhibit A attached hereto, requesting, among other

1 things, the preliminary approval of the Settlement set forth in the Stipulation and approval of the  
 2 mailing of the Notice in the form of Exhibit A-1 attached hereto. The Notice shall include the  
 3 general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the  
 4 general terms of the application for the Fee and Expense Award, and the date of the Settlement  
 5 Hearing (defined in ¶ 4.3 below).

6       4.2 It shall be the Claims Administrator's responsibility, under supervision of Lead  
 7 Counsel, to disseminate the Notice to the Class in accordance with this Stipulation and as  
 8 ordered by the Court. Class Members shall have no recourse as to the Released Defendant  
 9 Parties with respect to any claims they may have that arise from any failure of the notice process.

10      4.3 Lead Counsel shall request that after Notice is given to the Class, the Court hold a  
 11 hearing (the "Settlement Hearing") and approve the Settlement of the Litigation as set forth  
 12 herein. At or after the Settlement Hearing, Lead Counsel also shall request that the Court  
 13 approve the proposed Plan of Allocation and the Fee and Expense Award.

14       **5.      Releases**

15       5.1 Upon the Effective Date, Lead Plaintiff and each of the Class Members shall be  
 16 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,  
 17 relinquished, and discharged against the Released Defendant Parties (whether or not such Class  
 18 Member executes and delivers a Proof of Claim and Release form) any and all Released Claims  
 19 (including, without limitation, Unknown Claims). Claims to enforce the terms of this Stipulation  
 20 are not released. The Settling Parties acknowledge, and the Class Members shall be deemed by  
 21 operation of law to acknowledge, that the waiver of Unknown Claims, and of the provisions,  
 22 rights and benefits of § 1542 of the California Civil Code, was bargained for and is a key  
 23 element of the Settlement of which the release in this paragraph is a part.

24       5.2 Upon the Effective Date, Lead Plaintiff and each of the Class Members and  
 25 anyone claiming through or on behalf of them, shall be permanently barred and enjoined from  
 26 the commencement, assertion, institution, maintenance, prosecution, or enforcement against any  
 27 of the Released Defendant Parties of any action or other proceeding in any court of law or equity,

1 arbitration tribunal, administrative forum, or forum of any kind, asserting any of the Released  
 2 Claims.

3       5.3     The Proof of Claim and Release to be executed by Class Members shall release all  
 4 Released Claims against the Released Defendant Parties and shall be substantially in the form  
 5 contained in Exhibit A-2 attached hereto; provided, however, that the failure of a Class Member  
 6 to submit such Proof of Claim and Release shall have no effect on the provisions of the  
 7 foregoing ¶¶ 5.1 and 5.2, inclusive, which shall remain in full force and effect as to each of the  
 8 Class Members (who have not validly opted out of the Class) irrespective of any lack of  
 9 submission of a Proof of Claim and Release.

10      5.4     Upon the Effective Date, the Released Defendant Parties shall be deemed to have,  
 11 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished,  
 12 and discharged against the Released Plaintiff Parties, all Released Defendant Claims. Claims to  
 13 enforce the terms of this Stipulation are not released. For the avoidance of doubt, the releases,  
 14 relinquishments and discharges provided by the Released Defendant Parties in this Stipulation do  
 15 not include the release, relinquishment or discharge of any claim or cause of action that any of  
 16 the Released Defendant Parties may have against an insurer for, arising out of or related to  
 17 insurance coverage for, arising out of or related to the Litigation or any other matter.  
 18

19           **6. Administration and Calculation of Claims, Final Awards, and Supervision  
 20 and Distribution of the Settlement Fund**

21      6.1     The Claims Administrator, subject to such supervision and direction of the Court  
 22 or Lead Counsel as may be necessary or as circumstances may require, shall provide notice of  
 23 the Settlement to the Class, shall administer and calculate the claims submitted by Class  
 24 Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

25      6.2     In accordance with the schedule set forth in the Notice Order, Lead Counsel will  
 26 cause the Claims Administrator to mail to all shareholders of record, as previously identified by  
 27 the Claims Administrator during the Notice period associated with the Court's Order granting  
 28 certification of the class, the Notice, substantially in the form of Exhibit A-1 attached hereto, and

1 a Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto. The  
 2 Notice shall set forth the terms of the Stipulation, including the proposed Plan of Allocation and  
 3 Lead Counsel's request for attorneys' fees and expenses; the date and time of the Settlement  
 4 Hearing; the right to object to the Settlement, proposed Plan of Allocation, or request for fees  
 5 and expenses; the right to appear at the Settlement Hearing; and the right to request exclusion  
 6 from the Class. The Notice and Proof of Claim and Release form shall also be posted on the  
 7 Claims Administrator's website.

8       6.3     The Settlement Fund shall be applied as follows:

- 9               (a)     to pay all reasonable Notice and Administration Expenses;
- 10              (b)     to pay the Taxes and Tax Expenses described in ¶ 3.9 hereof;
- 11              (c)     to pay the Fee and Expense Award;
- 12              (d)     to pay any award to Lead Plaintiff as allowed under the PSLRA, subject to  
 the approval of the Court; and
- 13              (e)     after the Effective Date and the occurrence of the conditions specified in  
 ¶¶ 3.5 and 6.7, to distribute the Net Settlement Fund to Authorized Claimants as allowed by the  
 Stipulation, the Plan of Allocation, or the Court.

14       6.4     Upon the later of the Effective Date and the occurrence of the conditions specified  
 in ¶¶ 3.5 and 6.7, and in accordance with the terms of the Stipulation, the Plan of Allocation, or  
 such further approval and further order(s) of the Court as may be necessary or as circumstances  
 may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to  
 and in accordance with the following.

15       6.5     Each Person claiming to be an Authorized Claimant shall be required to submit to  
 the Claims Administrator a completed Proof of Claim and Release, substantially in the form of  
 Exhibit A-2 attached hereto, postmarked or submitted electronically by no later than ninety (90)  
 calendar days after the Notice Date (as defined in Exhibit A attached hereto), or such other time  
 as the Court may set, signed under penalty of perjury and supported by such documents as are  
 specified in the Proof of Claim and Release.

1           6.6     Except as otherwise ordered by the Court, all Class Members who fail to submit a  
 2 Proof of Claim and Release by such date, or who submit a Proof of Claim and Release that is  
 3 rejected, shall be forever barred from receiving any payments pursuant to the Stipulation and the  
 4 Settlement set forth herein, but will in all other respects be subject to and bound by the  
 5 provisions of the Stipulation, the releases contained herein, and the Judgment. Notwithstanding  
 6 the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-  
 7 submitted claims for processing by the Claims Administrator, so long as the distribution of the  
 8 Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No person shall  
 9 have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator by reason of  
 10 the decision to exercise or not exercise such discretion.

11           6.7     The Claims Administrator shall calculate the claims of Authorized Claimants  
 12 substantially in accordance with the Plan of Allocation set forth in the Notice and approved by  
 13 the Court. Following the Effective Date, the Claims Administrator shall send to each Authorized  
 14 Claimant his, her, or its *pro rata* share of the Net Settlement Fund.

15           6.8     Other than in the event of the termination of the Settlement pursuant to ¶ 3.10, the  
 16 Released Defendant Parties shall not have a reversionary interest in the Net Settlement Fund. If  
 17 there is any balance remaining in the Net Settlement Fund after a reasonable period of time after  
 18 the date of the distribution of the Net Settlement Fund, the Claims Administrator at Lead  
 19 Counsel's direction shall, if feasible, redistribute such balance among Authorized Claimants who  
 20 negotiated the checks sent in the initial distribution. These redistributions shall be repeated until  
 21 the balance remaining in the Net Settlement Fund is *de minimis*. Any *de minimis* balance that  
 22 still remains in the Net Settlement Fund after such reallocation(s) and payments, which is not  
 23 feasible or economical to reallocate, shall be donated to the Bluhm Legal Clinic Center for  
 24 Litigation and Investor Protection at Northwestern University Pritzker School of Law.

25           6.9     The Released Defendant Parties shall have no responsibility for, interest in, or  
 26 liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of  
 27 Allocation, the determination, administration, or calculation of claims, the payment or

1 withholding of Taxes, or any losses incurred in connection therewith.

2       6.10 The Released Defendant Parties shall take no position with respect to the Plan of  
 3 Allocation or any other such plan as may be approved by the Court. The Released Defendant  
 4 Parties will have no involvement in reviewing or challenging claims.

5       6.11 It is understood and agreed by the Settling Parties that any proposed Plan of  
 6 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an  
 7 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be  
 8 considered by the Court separately from the Court's consideration of the fairness,  
 9 reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or  
 10 proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the  
 11 Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the  
 12 Settlement set forth therein, or any other orders entered pursuant to the Stipulation. Class  
 13 Members and Released Defendant Parties shall be bound by the terms of this Stipulation,  
 14 irrespective of whether the Court disapproves or modifies the Plan of Allocation.

15       6.12 No Person shall have any claim against Lead Plaintiff, Lead Counsel, the  
 16 Released Defendant Parties, Defendant's counsel, any of the other Released Plaintiff Parties or  
 17 Released Defendant Parties, or their respective counsel, or the Claims Administrator based on  
 18 distributions made substantially in accordance with the Stipulation and the Settlement contained  
 19 herein, the Plan of Allocation, or otherwise as further ordered by the Court. This does not  
 20 include any claim by any party for breach of this Stipulation.

21       7. **Lead Counsel's Attorneys' Fees and Expenses**

22       7.1 Lead Counsel may submit an application or applications to the Court (the "Fee  
 23 and Expense Application") for distributions from the Settlement Fund for: (a) an award of  
 24 attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Litigation; plus  
 25 (c) interest on both amounts as earned by the Settlement Fund (until paid) as may be awarded by  
 26 the Court. Any and all such fees, expenses and charges awarded by the Court (the "Fee and  
 27 Expense Award") shall be payable solely out of the Settlement Fund. Lead Plaintiff may submit  
 28

1 an application consistent with the PSLRA based on its representation of the Class. Any such  
 2 amounts awarded to Lead Plaintiff shall be paid from the Settlement Fund.

3       7.2     The Fee and Expense Award shall be paid to Lead Counsel from the Settlement  
 4 Fund, as ordered, immediately upon entry of an order by the Court granting such award. In the  
 5 event that the Effective Date does not occur, or the Net Settlement Fund is not distributed  
 6 because the conditions specified in ¶ 3.5 and ¶ 6.7 have not been satisfied, or the order making  
 7 the Fee and Expense Award pursuant to ¶ 7.1 is reversed or modified by final non-appealable  
 8 order, or if this Stipulation is cancelled or terminated for any reason, and in the event any part of  
 9 the Fee and Expense Award has been paid, then Lead Counsel shall, in an amount consistent  
 10 with such reversal, modification, cancellation or termination, refund such fees or expenses to the  
 11 Settlement Fund, plus interest earned thereon at the same rate as earned on the Settlement Fund,  
 12 within thirty (30) calendar days from receiving notice from Defendant's counsel or from a court  
 13 of competent jurisdiction.

14       7.3     The procedure for and the allowance or disallowance by the Court of the Fee and  
 15 Expense Award, or the award to the Lead Plaintiff, to be paid out of the Settlement Fund, are not  
 16 part of the Settlement, and any order or proceeding relating to the Fee and Expense Application,  
 17 or an award to Lead Plaintiff, or any appeal from any order relating thereto or reversal or  
 18 modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay  
 19 the finality of the Judgment approving the Stipulation and the Settlement of the Litigation  
 20 (including the releases contained herein).

21       7.4     Neither the Released Defendant Parties nor their insurers shall have any  
 22 responsibility for or liability with respect to the payment of any Fee and Expense Award to Lead  
 23 Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense  
 24 Award that the Court may make in the Litigation.

25       **8.     Conditions of Settlement, Effect of Disapproval, Cancellation, or  
 26           Termination**

27       8.1     The Effective Date of the Stipulation shall be conditioned on the occurrence of all

1 of the following events:

- 2 (a) execution of this Stipulation and such other documents as may be required
- 3 to obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;
- 4 (b) the Settlement Amount has been deposited into the Escrow Account as
- 5 provided by ¶ 3.1 hereof;
- 6 (c) Defendant has not exercised his option to terminate the Stipulation
- 7 pursuant to ¶ 8.3 hereof;
- 8 (d) the Court has entered the Notice Order, as required by ¶ 4.1 hereof;
- 9 (e) the Court has entered the Judgment that dismisses with prejudice the
- 10 Litigation, as to the Settling Parties, as set forth above; and
- 11 (f) the Judgment has become Final, as defined in ¶ 1.12 hereof.

12 8.2 This is not a claims-made settlement. As of the Effective Date, the Released  
 13 Defendant Parties, their insurance carriers, and/or any other such persons or entities funding the  
 14 Settlement on the Released Defendant Parties' behalf, shall not have any right to the return of the  
 15 Settlement Fund or any portion thereof for any reason except in the event that the conditions  
 16 specified in ¶¶ 3.5 and 6.7 do not occur. Upon the occurrence of all of the events referenced in  
 17 ¶¶ 8.1 3.5, and 6.7 hereof, any and all remaining interest or right of the Released Defendant  
 18 Parties, if any, in or to the Settlement Fund shall be absolutely and forever extinguished. If all of  
 19 the conditions specified in ¶¶ 8.1 3.5, and 6.7 hereof are not met, then the Stipulation shall be  
 20 canceled and terminated subject to ¶ 8.4 hereof unless Lead Counsel and counsel for Defendant  
 21 mutually agree in writing to proceed with the Settlement.

22 8.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of  
 23 the Class have timely requested exclusion from the Class in accordance with the provisions of  
 24 the Notice Order and the Notice given pursuant thereto, and such Persons in the aggregate  
 25 purchased a number of shares of Tricida common stock during the Class Period in an amount  
 26 greater than the sum specified (the "Opt-Out Threshold") in a separate Supplemental Agreement  
 27 Regarding Requests for Exclusion ("Supplemental Agreement") executed between Lead Plaintiff

1 and Defendant, Defendant shall have the option to terminate this Stipulation and Settlement in  
 2 accordance with the procedures set forth in the Supplemental Agreement. The Supplemental  
 3 Agreement is incorporated by reference into this Stipulation. The Supplemental Agreement will  
 4 not be filed with the Court unless and until a dispute between Lead Plaintiff and Defendant  
 5 concerning its interpretation or application arises. The Opt-Out Threshold may be disclosed to  
 6 the Court for purposes of approval of the Settlement, as may be required by the Court, but such  
 7 disclosure shall be carried out to the fullest extent possible in accordance with the practices of  
 8 the Court so as to maintain the Opt-Out Threshold as confidential. Copies of all requests for  
 9 exclusion received, together with copies of all written revocations of requests for exclusion, shall  
 10 be promptly delivered to Defendant's counsel by Lead Counsel.

11       8.4     Unless otherwise ordered by the Court, in the event the Stipulation shall  
 12 terminate, or be canceled, or shall not become effective for any reason, within thirty (30)  
 13 calendar days after written notification of such event is sent by counsel for Defendant or Lead  
 14 Counsel to the Escrow Agent, the Settlement Fund, less reasonable Notice and Administration  
 15 Expenses, Taxes, and Tax Expenses reasonably and actually incurred pursuant to ¶¶ 3.8 or 3.9  
 16 hereof, shall be refunded pursuant to written instructions from Defendant's counsel. At the  
 17 request of counsel for Defendant, the Escrow Agent or its designee shall apply for any tax refund  
 18 owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in  
 19 connection with such application(s) for refund, at the written direction of Defendant's counsel.

21       8.5     In the event that the Stipulation is not approved by the Court or the Settlement set  
 22 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the  
 23 Settling Parties shall not forfeit or waive any factual or legal defense or contention in the  
 24 Litigation and shall be restored to their respective positions in the Litigation as of November 4,  
 25 2024. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶ 1.1-  
 26 1.31, 3.8-3.10, 7.2, 8.4-8.5, 9.2, 9.4, and 9.5 hereof, shall have no further force and effect with  
 27 respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding  
 28 for any purpose, and any judgment or order entered by the Court in accordance with the terms of

1 the Stipulation shall be treated as vacated, *nunc pro tunc*, and the Settling Parties shall be  
 2 deemed to return to their status as of November 4, 2024. No order of the Court or modification  
 3 or reversal on appeal of any such order of the Court concerning the Plan of Allocation or the  
 4 amount of any attorneys' fees and expenses, and interest awarded by the Court to Lead Counsel,  
 5 shall constitute grounds for cancellation or termination of the Stipulation.

6       8.6     In the event of a final order of a court of competent jurisdiction, not subject to any  
 7 further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by  
 8 or on behalf of any Released Defendant Party to be a preference, voidable transfer, fraudulent  
 9 transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or  
 10 applicable state law and any portion thereof is required to be refunded and such amount is not  
 11 promptly deposited in the Settlement Fund by or on behalf of any other Released Defendant  
 12 Party, then, at the election of Lead Counsel, as to the Released Defendant Party as to whom such  
 13 order applies, the Settlement may be terminated and the releases given and the judgment entered  
 14 in favor of such Released Defendant Party pursuant to the Settlement shall be null and void. In  
 15 such instance, the releases given and the judgment entered in favor of other Released Defendant  
 16 Party shall remain in full force and effect. Alternatively, Lead Counsel may elect to terminate  
 17 the entire Settlement as to all Released Defendant Parties and all the releases given and the  
 18 judgments entered in favor of the Released Defendant Parties pursuant to the Settlement shall be  
 19 null and void, and Lead Plaintiff may proceed as if the Settlement was never entered into.

20           **9.       Miscellaneous Provisions**

21       9.1     The Settling Parties: (a) acknowledge that it is their intent to consummate this  
 22 Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and  
 23 implement all terms and conditions of the Stipulation and to exercise their best efforts to  
 24 accomplish the foregoing terms and conditions of the Stipulation.

25       9.2     The Settlement will not be conditioned upon the obtaining of or any judicial  
 26 approval of any releases between or among the Released Defendant Parties or third parties.

27       9.3     The Settling Parties intend this Settlement to be a final and complete resolution of

1 all disputes between them with respect to the Litigation. The Settlement and all negotiations,  
 2 discussions, and proceedings leading up to and in connection herewith shall not be deemed to  
 3 constitute a presumption, concession, or an admission by any Settling Party of any fault, liability,  
 4 or wrongdoing, or as to the merits of any claim or defense.

5       9.4     The Settling Parties and their counsel mutually agree that, throughout the course  
 6 of this Litigation, all parties and their counsel complied with the provisions of Rule 11 relating to  
 7 the prosecution, defense or settlement of the Litigation, and the Judgment shall contain a finding  
 8 that all Settling Parties and their counsel complied with the requirements of Rule 11 with respect  
 9 to the institution, prosecution, defense, and resolution of the Litigation. The Settling Parties  
 10 agree that the Settlement Amount and the other terms of the Settlement were negotiated in good  
 11 faith at arm's length by the Settling Parties and reflect a settlement that was reached voluntarily  
 12 after consultation with competent legal counsel.

13       9.5     Neither the Stipulation nor the Settlement contained herein, nor any negotiations,  
 14 discussions, proceedings or act performed or document executed pursuant to or in furtherance of  
 15 the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission  
 16 of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the  
 17 Released Defendant Parties; or (b) is or may be deemed to be or may be used as an admission of,  
 18 or evidence of, any fault or omission of any of Released Defendant Parties in any civil, criminal,  
 19 or administrative proceeding in any court, administrative agency, or other tribunal. The Released  
 20 Defendant Parties, Lead Plaintiff, Class Members, and Lead Counsel may file the Stipulation  
 21 and/or the Judgment in any action that may be brought against them in order to support a defense  
 22 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith  
 23 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion  
 24 or similar defense or counterclaim, or in connection with any proceeding to enforce the terms of  
 25 this Stipulation.

26       9.6     All agreements made and orders entered during the course of the Litigation  
 27 relating to the confidentiality of documents and information shall survive this Stipulation,

1 pursuant to its terms.

2       9.7     The Settling Parties shall, in good faith, endeavor to communicate the terms of the  
3 Settlement, if at all, in a manner that is respectful of the fact that no final adjudication of fault  
4 was determined by a court or a jury. The Settling Parties agree that, unless required by law, no  
5 press release or other written public statements purporting to characterize the Settlement may be  
6 made without the approval of counsel for all parties, which approval shall not unreasonably be  
7 withheld. A party intending to issue a press release or other written public statement purporting  
8 to characterize the Settlement shall provide a draft of the statement to counsel for the other  
9 parties at least 24 hours in advance of such statement. For the avoidance of doubt, nothing in  
10 this paragraph shall be construed as prohibiting, or placing restrictions on, the public disclosure  
11 of the fact of, terms of, or Court-approved notice of the Settlement, including on Plaintiff's  
12 counsel's firm website.

13       9.8     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
14 fully incorporated herein by this reference.

15       9.9     This Stipulation shall not be construed more strictly against one party than  
16 another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel  
17 for one of the parties, it being recognized that it is the result of arm's-length negotiations  
18 between the parties and that all parties have contributed substantially and materially to the  
19 preparation of this Stipulation.

20       9.10    The Stipulation may be amended or modified only by a written instrument signed  
21 by or on behalf of all Settling Parties or their respective successors-in-interest.

22       9.11    No waiver of any term or provision of this Settlement Agreement, or of any  
23 breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by  
24 or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any  
25 term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder,  
26 shall be construed as a waiver of the same or any other term or provision or of any previous or  
27 subsequent breach thereof.

1           9.12 The Stipulation and the Exhibits attached hereto (together with the Supplemental  
 2 Agreement referred to in ¶ 8.3) constitute the entire agreement among the Settling Parties and no  
 3 representations, warranties, or inducements have been made to any Settling Party concerning the  
 4 Stipulation or its Exhibits other than the representations, warranties, and covenants contained and  
 5 memorialized in such documents. Except as otherwise provided herein, each Settling Party shall  
 6 bear its own costs.

7           9.13 This Settlement Agreement shall be construed and interpreted to effectuate the  
 8 intent of the Settling Parties, which is to resolve completely those claims and disputes, including  
 9 in the Litigation, and as more fully described herein. If any provision of this Settlement  
 10 Agreement shall be determined to be invalid, void, or illegal, such provision shall be construed  
 11 and amended in a manner that would permit its enforcement, but in no event shall such provision  
 12 affect, impair, or invalidate any other provision hereof.

13           9.14 Neither the Class Members nor the Released Defendant Parties shall be bound by  
 14 the Stipulation if the Court modifies material terms thereof, provided, however, that it shall not  
 15 be a basis for Class Members to terminate the Settlement if the Court modifies any proposed  
 16 Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Class Members,  
 17 or the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the  
 18 Stipulation if the Court disapproves of or modifies the terms of this Stipulation with respect to  
 19 attorney's fees or expenses or the distribution of the Net Settlement Fund, except that Court  
 20 disapproval or modification of the conditions specified in ¶¶ 3.5 and 6.7 may be a basis to  
 21 terminate the Stipulation. Notwithstanding any such modification of the terms or Plan of  
 22 Allocation or the Stipulation with respect to attorneys' fees or expenses, the Released Defendant  
 23 Parties and their insurers shall be entitled to all benefits of the Settlement and shall not, under  
 24 any circumstances, be called upon to contribute additional funds to the Settlement Amount.

25           9.15 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to  
 26 take all appropriate action required or permitted to be taken by the Class pursuant to the  
 27 Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications

1 or amendments to the Stipulation on behalf of the Class which it deems appropriate.

2       9.16    Each counsel or other Person executing the Stipulation or any of its Exhibits on  
3 behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

4       9.17    All notices, requests, demands, claims, and other communications hereunder shall  
5 be in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii)  
6 one (1) business day after being sent to the recipient by reputable overnight courier service  
7 (charges prepaid); or (iii) five (5) business days after being mailed to the recipient by certified or  
8 registered mail, return receipt requested and postage prepaid, and addressed to the intended  
9 recipient as set forth below:

10                   ***If to Lead Plaintiff or to Lead Counsel:***

11                   Jacob A. Walker (SBN 271217)  
12                   BLOCK & LEVITON LLP  
13                   260 Franklin Street, Suite 1860  
14                   Boston, MA 02110

15                   ***If to Defendant or to Defendant's counsel:***

16                   Sara B. Brody (SBN 130222)  
17                   SIDLEY AUSTIN LLP  
18                   555 California Street, Suite 2000  
19                   San Francisco, CA 94104

20       9.18    The Stipulation may be executed in one or more counterparts. All executed  
21 counterparts and each of them shall be deemed to be one and the same instrument. A complete  
22 set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or by  
23 PDF via e-mail shall be deemed originals.

24       9.19    The Stipulation shall be binding upon, and inure to the benefit of, the heirs,  
25 successors, and assigns of the Settling Parties hereto.

26       9.20    The Court shall retain jurisdiction with respect to implementation and  
27 enforcement of the terms of the Stipulation, and all Settling Parties hereto submit to the  
28 jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in  
the Stipulation.

1           9.21 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings  
 2 in this Litigation shall be stayed and all members of the Class shall be barred and enjoined from  
 3 commencing any action to prosecute or prosecuting any of the Released Claims against any of  
 4 the Released Defendant Parties.

5           9.22 This Stipulation and the Exhibits hereto shall be considered to have been  
 6 negotiated, executed, and delivered, and to be wholly performed, in the State of California, and  
 7 the rights and obligations of the parties to the Stipulation shall be construed and enforced in  
 8 accordance with, and governed by, the internal, substantive laws of the State of California,  
 9 without giving effect to that State's choice-of-law principles.

10          IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed,  
 11 by their duly authorized attorneys, dated March 3, 2025.

12          Dated: March 3, 2025

**BLOCK & LEVITON LLP**



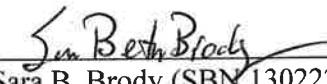
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1 Dated: March 3, 2025

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